

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 7/26/2012

Action Requested By:  
Legal

Agenda Item Type  
Resolution

Subject Matter:

Invoking letters of credit.

Exact Wording for the Agenda:

Resolution authorizing the Clerk-Treasurer to Invoke First Commercial Bank Letter of Credit no. 980 for Midtowne on the Park Phase 1-A Subdivision.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 7-18-12

**RESOLUTION NO. 12-\_\_\_\_\_**

**WHEREAS**, First Commercial Bank issued a certain letter of credit (No. 980), a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

**WHEREAS**, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to First Commercial Bank Letter of Credit No. 980, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 26th day of July, 2012.

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President of the City Council  
of the City of Huntsville,  
Alabama

**APPROVED** this the 26th day of July, 2012.

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Mayor of the City of  
Huntsville, Alabama



Mid Term Phase 1A

PO Box 040002  
Huntsville, AL 35804  
Phone 256-551-3300  
www.fcb-hsv.com

Sidenalks

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9/11

## AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

Irrevocable Standby Letter of Credit No.: 980

Date of Amendment: 8/5/2011

Amendment No.: 3

BENEFICIARY:

CUSTOMER:

City of Huntsville, Alabama

Street Side Communities, Inc.

Madam / Sir :

Upon the request of the Customer and with your approval, on 8/5/2011,

1st Commercial Bk div Synovus Bank as successor in interest by merger with

First Commercial Bank ("Issuer") hereby amends its Irrevocable Letter of Credit No. 980, dated 8/10/2007 ("Letter of Credit"), of which you are the Beneficiary in the following respect:

Extend expiration date from 8/10/11 to 8/10/12.

This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect, and the Issuer does expressly ratify and confirm Irrevocable Standby Letter of Credit No. 980, as amended herein.

Very truly yours,

1st Commercial Bk div Synovus Bank

Name of Issuer

By:

Name/Title: W Leigh Pegues / Executive Vice President

By:

Name/Title:

OK  
8/18  
8/9/11

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8/9/11

MW

8-9-11

OK, 8/9/11

P.O. Box 040002  
Huntsville, Alabama 35804  
256/551-3300

Midtowne Phase  
1A  
S. Daniels

S/W  
get

## First Commercial Bank

### AMENDMENT TO IRREVOCABLE LETTER OF CREDIT

LETTER OF CREDIT NO.: #980  
DATE OF AMENDMENT: June 16, 2010  
AMENDMENT NUMBER: 02

#### BENEFICIARY

City of Huntsville, Alabama  
Clerk-Treasurer Officer  
P.O. Box 308  
Huntsville, AL 35804

#### CUSTOMER:

Street Side Communities, Inc.  
8624 S. Memorial Parkway  
Huntsville, AL 35802

Madam/Sir:

Upon the request of the Customer and with your approval, on June 16, 2010, Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with First Commercial Bank ("Lender") hereby amends its Irrevocable Letter of Credit No. #980 dated August 10, 2007 ("Letter of Credit"), of which you are the Beneficiary in the following respect:

- Extend expiration date to August 10, 2011.
- Reduce the available amount from \$35,000.00 to \$20,860.00

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This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect.

First Commercial Bank, A division of Synovus Bank  
256-551-3300

  
W. Leigh Pegues

Its: Executive Vice President

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CEIT  
6/22/10

P.O. Box 040002  
Huntsville, Alabama 35804  
256/551-3300

Midtown - 1A - Sidewalks  
on the Park

## First Commercial Bank

### AMENDMENT TO IRREVOCABLE LETTER OF CREDIT

LETTER OF CREDIT NO.: #980  
DATE OF AMENDMENT: June 16, 2009  
AMENDMENT NUMBER: 01

#### BENEFICIARY

City of Huntsville, Alabama  
Clerk-Treasurer Officer  
P.O. Box 308  
Huntsville, AL 35804

#### CUSTOMER:

Street Side Communities, Inc.  
8624 S. Memorial Parkway  
Huntsville, AL 35802

Madam/Sir:

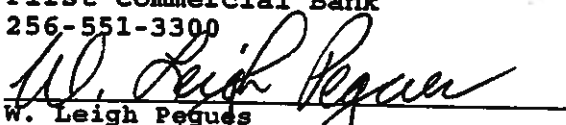
Upon the request of the Customer and with your approval, on June 16, 2009, First Commercial Bank ("Lender") hereby amends its Irrevocable Letter of Credit No. #980 dated August 10, 2007 ("Letter of Credit"), of which you are the Beneficiary in the following respect:

- Extend expiration date to August 10, 2010.
- Reduce the available amount from \$57,500.00 to \$35,000.00

This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect.

First Commercial Bank  
256-551-3300

  
W. Leigh Pegues

Its: Executive Vice President

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P.O. Box 040002  
Huntsville, Alabama 35804  
256/551-3300

August 10, 2007



IRREVOCABLE LETTER OF CREDIT

Beneficiary:

City of Huntsville, Alabama  
Clerk-Treasurer Office  
P. O. Box 308  
Huntsville, AL 35804

Applicant:

Street Side Communities, Inc.  
8624 S. Memorial Parkway  
Huntsville, AL 35802

Bank:

First Commercial Bank  
301 Washington Street  
Huntsville, AL 35801

LOC No.: 980  
Amount: \$57,500.00  
Date of Issue: 8/10/2007  
Expiration: 8/10/2009

Re: Article 5 SIDEWALK Letter of Credit for MidTowne on the Park Phase I

Gentlemen:

We hereby issues our Irrevocable Standby Letter of Credit in your favor for the account of Street Side Communities, Inc. effective August 10, 2007 for a sum not to exceed the aggregate of Fifty Seven Thousand Five Hundred Dollars and Zero Cents (\$57,500.00) available by your one or more of your drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to First Commercial Bank in Huntsville.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

THE ORIGINAL OF THIS LETTER OF CREDIT MUST BE PRESENTED WITH ANY DRAWING.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and deliver of the documents as specified.

The Letter of Credit shall be governed by the laws of the State of Alabama including but not limited to the Alabama Uniform Code, as the same may be from time to time amended.

~~This Letter of Credit is subject to the International Standby Practices 1998 (ISP98)~~

FIRST COMMERCIAL BANK OF HUNTSVILLE

  
W. Leigh Pegues, Senior Vice President